



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 2, 2020

Staff Contact: KFurlong@Carson.org

Agenda Title: For Possible Action: Discussion and possible action regarding a cooperative agreement between the Nevada Department of Public Safety (DPS), the Carson City Sheriff's Office (CCSO), and the Douglas County Sheriff's Office (DCSO) regarding establishing procedures for a Regional Critical Incident Investigation Response Team to investigate officer involved shootings and other major incidents. (Ken Furlong, KFurlong@Carson.org)

Staff Summary: Through this agreement, DPS, CCSO, and DCSO have provided for a Regional Critical Incident Investigation Response Team (Response Team) to investigate officer involved shootings and where directed other major incidents, including an in-custody death of an inmate, an in-custody death involving a peace officer or corrections officer, and any use of deadly force. The purpose of the Response Team is to have an outside investigation determine whether any criminal acts occurred. The use of a Response Team in these circumstances is designed to maintain the public's confidence in their local law enforcement, enhance credibility and transparency, and to ensure a fair and impartial investigation.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the cooperative agreement and authorize the Sheriff to amend the Regional Critical Incident Investigation Response Team procedures.

Board's Strategic Goal

Safety

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the cooperative agreement and provide alternative direction.

Attachments:

[Cooperative Agreement Between Public Agencies.pdf](#)

[Critical Incident Agreement Attachment AA.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement between the State of Nevada
Acting By and Through Its

**Department of Public Safety
and
Carson City Sheriff's Office
and
Douglas County Sheriff's Office**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to enter into a cooperative agreement with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform, including the joint and cooperative use of law enforcement agencies; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune Agree mentors as defined in NRS 41.0307.
3. **AGREEMENT TERM.** This Agreement shall be effective upon approval by the appropriate participants until terminated by each party as set forth in this Agreement.
4. **TERMINATION.** This Agreement may be terminated by any party by serving the other parties with a written notice of termination; provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other parties. This Agreement may be terminated by mutual consent of the parties or unilaterally by any party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Agreement incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: REGIONAL CRITICAL INCIDENT INVESTIGATION RESPONSE TEAM – A PROTOCOL FOR THE INVESTIGATION OF CRITICAL INCIDENTS

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.

8. RECORDS RETENTION. All records, reports, and statements relevant to this Agreement must be retained according to each signatory agency's retention schedules, but must be for at least a minimum of three years. The retention period continues to run from the date of termination of this Agreement. Retention time shall be extended to complete any administrative and judicial litigation which may ensue and/or to complete any audit that may be required.

9. FORCE MAJEURE. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. INDEMNIFICATION.

- a. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

13. ASSIGNMENT. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other parties.

14. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by any party in performance of its obligations under this Agreement shall be the joint property of all parties.

15. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

16. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

17. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in paragraph (6).

18. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made

in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

George Toglatti
Director,
Nevada Department of Public Safety

Date

Kenny Furlong
Sheriff,
Carson City Sheriff's Office

Date

Dan Coverley
Sheriff,
Douglas County Sheriff's Office

Date

Chairperson
Douglas County Board of Commissioners

Date

Chairperson
Carson City Board of Supervisors

Date

Approved as to form by:

Mike Jensen
Deputy Attorney General for Attorney General, State of Nevada

Date

*REGIONAL CRITICAL INCIDENT INVESTIGATION
RESPONSE TEAM*

**A PROTOCOL FOR THE INVESTIGATION
OF CRITICAL INCIDENTS**

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SECTION I

A. Purpose

The primary purpose for the creation of the Regional Critical Incident Investigation Response Team is to investigate Officer Involved Shooting (OIS) Incidents pursuant to the protocols outlined below.

1. Signatory agency heads shall have the ability to invoke the terms and procedures of this protocol, at their discretion and upon agreement, for other major incidents involving special circumstances, such as:
 - a. In-custody death of an inmate;
 - b. In-custody death involving peace/corrections officer;
 - c. Any use of deadly force;
 - d. PIT maneuvers conducted at over 40 mph;
 - e. Ramming;
 - f. Other jurisdiction requests meeting these criteria.

Maintaining the public's confidence in the investigative process is critical to the long-term relationships between law enforcement agencies and the communities they serve. Creation of the Regional Critical Incident Investigation Response Team (hereafter referred to as Investigation Team) will enhance credibility and transparency, particularly to the officer involved shooting investigation process, thereby ensuring a more fair and impartial outcome. This protocol is intended to provide a mechanism for the participating law enforcement agencies to mobilize and coordinate investigative resources and to work cooperatively in providing mutual assistance to investigate critical incidents and especially officer involved shooting (OIS) incidents.

B. The OIS Investigation

To properly recognize and accommodate the various interests and rules of law which may be involved in officer involved shooting incidents, the investigation of these matters must be performed under two separate and distinct investigative formats; the criminal investigation and the administrative investigation/review.

The criminal investigation should have investigative priority over the administrative investigation and should begin immediately after the incident occurs. **THIS PROTOCOL ADDRESSES THE CRIMINAL INVESTIGATION ONLY** and establishes who shall conduct the criminal investigation.

The goal of the criminal investigation is to objectively investigate and develop all available relevant information about the incident. This information is used in two ways:

1. To determine the presence or absence of criminal conduct on the part of those involved in the incident, specifically:
 - a. To determine whether the nature and quality of the conduct involved is prohibited by statutes which provide for criminal penalties upon conviction;

- b. If criminal conduct does exist, determine the identity of culpable individuals;
- c. If criminal conduct does exist, to develop information to assist a prosecutor in determining the degree of any crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of mitigating factors.
- 2. To provide factual information to the employing agency's management for its internal use.
 - a. While the criminal investigation is not directed toward administrative concerns, it is recognized that the criminal investigation's results will be of interest to agency managers for internal use and those results are fully available for that purpose unless otherwise prohibited by law.

The criminal investigation shall follow the rules of law which apply to all criminal proceedings, including, for example, constitutional, statutory and case law regarding rights which are covered by the U.S. Constitution's 4th, 5th, 6th, and 14th Amendments.

The overarching goal is to ensure that the investigation is performed in a thorough, complete, professional and fair manner free from conflicts of interest. It will be conducted in a transparent fashion that garners the public's confidence and includes an element of independent oversight as part of the criminal investigation process.

C. Definitions

Officer Involved Shooting – For the purpose of this protocol an 'Officer Involved Shooting' (OIS) is defined as:

- 1. Any event wherein an on-duty officer discharges a firearm intentionally or unintentionally at any human being, or
- 2. Any event wherein any person discharges a firearm intentionally or unintentionally at any officer.

Officer – For the purpose of this protocol an 'Officer' is defined as any police officer, deputy, or other law enforcement officer employed by any local, state, or federal law enforcement agency who discharges a firearm or is the victim of a firearm discharge in an OIS while on duty.

On Duty – For the purpose of this protocol, 'On Duty' is defined as any period of time wherein the officer:

- 1. Is working during his/her normally assigned shift hours or during any appropriately approved overtime hours, or;
- 2. During other than normally assigned shift or approved overtime, identifies him/herself as a peace officer in the presence of a civilian, or;
- 3. During other than normally assigned shift or approved overtime, utilizes any "tools of the trade" such as, but not limited to, firearms, restraint/control holds and/or devices, or badges/identification credentials in the presence of a civilian.

Civilian – For the purpose of this protocol a 'Civilian' is defined as:

- 1. The human being who is fired at by the officer or

2. The human being who discharges a firearm at any officer.

Attendant – For the purpose of this protocol an ‘Attendant’ is defined as any police officer or other law enforcement agency employee who is employed by the same agency as the officer involved in the OIS, and who is assigned by a supervisor to remain with the OIS officer.

Escort – For the purpose of this protocol an ‘Escort’ is defined as any police officer or other law enforcement agency officer who is assigned by a supervisor to remain with an involved civilian.

Supervisor – For the purpose of this protocol, ‘Supervisor’, ‘Supervisors’, ‘Supervisory Personnel’ are defined as an individual with supervision responsibilities from any of the agencies who are signatories to this agreement.

Critical Incident Investigation Response Team – For the purpose of this protocol the ‘Critical Incident Investigation Response Team’ (Investigation Team) is defined as the investigators who come together from the signatory agencies and who are assigned the responsibility to conduct an Officer Involved Shooting (OIS) criminal investigation; or other authorized major incident investigations.

Criminal Investigation – For the purpose of this protocol a ‘Criminal Investigation’ is defined as the process undertaken to ascertain all relevant information and evidence in an OIS or other major incident so that a decision can be made as to any criminal culpability. The criminal investigation is separate from and takes precedence over any administrative, internal, and/or civil investigation.

Forensic Investigation – For the purpose of this protocol a ‘Forensic Investigation’ is defined as the process whereby an authorized law enforcement agency employee under appropriate supervision documents, preserves and processes crime scenes using methods that include but are not limited to photography/video, diagrams, and field notes; collects and packages evidence; and where appropriate assists laboratory personnel with the analysis of collected evidence.

Criminalist – For the purpose of this protocol a ‘Criminalist’ is defined as a qualified employee of an authorized law enforcement agency or other contract entity who, under appropriate supervision, performs professional laboratory analysis of physical evidence in a general or specialized field of forensic science.

Evidence – Any tangible article large or small that tends to prove or disprove a point in question. Objects, documents, records, or witness testimony showing or indicating the actuality or existence of something.

SECTION II – INVOLVED OFFICER RESPONSIBILITIES

(Not necessarily in chronological order)

- A.** Unless unfeasible due to imminent safety concerns or injuries to the involved officer(s); the officer(s) involved in an OIS, or any other law enforcement personnel at the scene of an OIS, shall immediately notify the appropriate dispatch of any OIS. This notification shall include at a minimum the location of the event and a request to immediately dispatch necessary medical personnel.
- B.** Following the notification and request set forth above, and once the scene is secure, the officer(s) shall take the steps set forth below to preserve the scene pending the arrival of other law enforcement officers, the Investigation Team, and/or forensic investigators.
- C.** Any firearm discharged by the officer(s) during an OIS is evidence in the investigation. Officers shall not alter or manipulate involved firearms in any manner, including not reloading or unloading firearms. If the officer(s) holstered the involved firearm at the conclusion of the OIS, the firearm should remain holstered unless an imminent safety concern requires otherwise. If the firearm ended up on the ground at the conclusion of the OIS, the firearm should remain there unless an imminent safety concern requires otherwise.
- D.** If the involved civilian was armed with a weapon and is incapacitated, the officer shall not unnecessarily touch or move the weapon at the conclusion of an OIS unless an imminent safety concern requires otherwise, or unless it is absolutely necessary to enable medical personnel access to an injured person. If the weapon must be moved for the reasons cited above, it is preferable to have an uninvolved officer move the weapon. In the case of a firearm, and regardless of who must move it, the firearm should not be altered or manipulated in any fashion.
- E.** If circumstances require that an involved officer or any other law enforcement officer move, alter or manipulate any weapon, that officer(s) shall notify a supervisor as well as appropriate members of the Investigation Team and forensic investigators upon their arrival.
- F.** As other responding officers arrive on the scene, they shall secure the scene perimeter with crime scene tape. If no other officers respond, the involved officer(s) shall secure the perimeter with crime scene tape. Officers should ensure that the perimeter is sufficiently large enough to preserve any potential evidence. It is preferable to establish a larger perimeter and later reduce it than to attempt to enlarge a perimeter after the fact. No unauthorized personnel should be allowed access to the scene for any reason.
- G.** Scene preservation should be immediately assumed by other non-involved law enforcement personnel as soon as they arrive. Involved officers shall relinquish scene preservation responsibilities to non-involved personnel as soon as practicable.

1. (Investigation Team members and/or forensic investigators will immediately take control of the scene upon their arrival.)
- H. The involved officer(s) shall surrender all firearms or other weapons to appropriate law enforcement personnel upon request. (More fully set forth in Section VI/C.) Every effort should be made to facilitate the surrender process in the most discreet manner possible.
 1. Firearms or other weapons surrendered pursuant to this process will be retained until the conclusion of the investigation or the conclusion of any prosecution, whichever occurs last.
- I. An assigned Investigation Team member(s) will inform the involved officer(s), or a representative from the labor union, that an Investigation Team member(s) will request the involved officer(s) to take part in an interview. The involved officer(s) has all the rights afforded any citizen to decline to answer questions posed by the Investigation Team member(s) and has the right to the presence of counsel during any questioning. The involved officer(s) may have two representatives of the peace officers choosing, including, without limitation a lawyer, a representative from the labor union, or another peace officer.
- J. The involved officer(s) shall not discuss any aspect of the OIS with any person other than counsel or the above described representative(s) prior to being interviewed by the assigned Investigation Team member(s).
 1. (Except as set forth in paragraph L below and in Section VI paragraph D.)
- K. The involved officer(s), involved civilian(s), and any witnesses (including officer witnesses) shall be separated and segregated from each other pending the completion of the interviews.
 1. (Discussed more fully in Section III. This does not apply to privileged communication between the involved officer(s) and counsel. The involved officer(s) may consult with counsel at any stage of the investigation. This section does not prevent the involved officer(s) from speaking with an authorized representative at any stage in the investigation.)
- L. The involved officer(s) may be questioned about critical public safety details related to the incident by an on-scene supervisor or an Investigation Team member. Such questioning shall be limited to relevant critical public safety information which assists in identifying and/or locating outstanding suspects and/or addresses exigent circumstances. Such questioning may include:
 1. Did you discharge your firearm?
 - a. If so, in what direction?
 - b. Approximately where were you located when you fired?
 - c. How many shots do you think you fired?
 2. Is anyone injured?
 - a. If so, where are they located?
 3. Are there any outstanding suspects?

- a. If so, what is their description?
 - b. What direction and mode of travel?
 - c. How long have they been gone?
 - d. What crime(s) have they committed?
 - e. What type of weapon do they have?
4. Is it possible the suspect(s) fired rounds at you?
 - a. If so, what direction were the rounds fired from?
 - b. How many shots do you think the suspect(s) fired?
 - c. Approximately where was the suspect(s) located when they fired?
5. Do you know if any other officer(s) discharged their firearms?
 - a. If so, who are they?
 - b. Approximately where were the officer(s) located when they fired?
6. Are there any weapons or evidence that need to be secured/protected?
 - a. If so, where are those items located?
7. Are you aware of any witnesses?
 - a. If so, what is their location?

M. The involved officer(s) has all the same rights and privileges afforded any citizen regarding chemical testing processes. If the members of the Investigation Team determine through observation or other information that they have articulable suspicion of alcohol or narcotics use, they should follow appropriate legal requirements to obtain any biological samples, including:

1. Through valid consent given by the involved officer(s).
2. By obtaining appropriate court seizure orders where probable cause exists.

**SECTION III – ATTENDANT & ESCORT RESPONSIBILITIES; SEGREGATION OF
INVOLVED OFFICERS, CIVILIANS & WITNESSES**
(Not necessarily in chronological order)

- A.** An individual who was not a participant in, or witness to, the OIS shall be assigned by supervisory personnel as an Attendant (defined earlier) and remain with an involved officer at all times following the OIS until relieved by Investigation Team members. This can be an individual from the involved officer's agency. If the incident involves more than one officer, a separate attendant shall be assigned to each individual involved officer.
 1. The assigned Attendant shall transport the involved officer to the designated interview location.
 2. Every reasonable effort will be made to interview involved officers at the agency where those officers are employed.
- B.** Attendants shall not discuss the facts or circumstances of the OIS with the involved officer(s). Should an involved officer attempt to discuss the facts or circumstances of the OIS with the Attendant, the Attendant shall take immediate steps to terminate the discussion. If the involved officer continues to make statements related to the facts or circumstances of the OIS, the Attendant shall subsequently notify a supervisor and document the involved officer's statements in a report. The report shall be given to the Investigation Team.
 1. Any spontaneous statements made by the involved officer to the Attendant are not privileged and may be admissible in subsequent judicial proceedings.
 - a. Excluding information deemed by law to be privileged or confidential.
 2. The Attendant may be an authorized representative, so long as all other terms of this section as well as the 'Definitions' section are complied with.
- C.** An Attendant is responsible to ensure that no third parties, including other witnesses to the OIS, attempt to discuss the facts or circumstances of the OIS with the involved officer. If any third parties attempt to discuss the facts or circumstances of the OIS with the involved officer, the Attendant shall take immediate steps to terminate the discussion. If the third party persists, the Attendant shall immediately notify a supervisor and subsequently document any statements made by either the involved officer or the third party in a report. The report shall be given to the Investigation Team.
 1. This paragraph does not apply to communication between the involved officer and his/her legal counsel or authorized representative(s) when the representative(s) is acting in his/her capacity as a representative.
- D.** When the involved civilian survives the OIS and the medical condition of the involved civilian allows, an Escort should be assigned to remain with the civilian at all times, until relieved by members of the Investigation Team for interview. If the circumstances indicate that the involved civilian discharged a firearm, the involved civilian's hands should be 'bagged' and monitored by the Escort to preserve evidence

until such time as appropriate steps are taken to 'swab' the hands to recover possible gunshot primer residue for later analysis.

1. A supervisor, in conjunction with the Escort shall make arrangements to transport the involved civilian to a location for an interview by the Investigation Team. The Investigation Team may determine the appropriate location.
2. In determining the appropriate location, all factors including medical condition and treatment needs must be considered.

E. The Escort shall not initiate any discussion of the facts or circumstances of the OIS with the involved civilian. If the involved civilian spontaneously talks about the facts or circumstances of the OIS with the Escort, the Escort shall note what the involved civilian says. The Escort shall subsequently document the involved civilian's statements in a report. The report shall be given to the Investigation Team. Under no circumstances should the Escort initiate questioning or ask follow up questions of the involved civilian. A formal interview with the involved civilian will be conducted by the Investigation Team pursuant to Section IV at the appropriate time.

F. The Escort shall ensure that no third parties, including witnesses to the OIS or other unauthorized police officers, attempt to question or discuss the facts or circumstances of the OIS with the involved civilian. If such third party discussions occur, the Escort shall take immediate steps to terminate the discussions. If the third party persists, the Escort shall immediately notify a supervisor and subsequently document any statements made by either the involved civilian or the third party in a report. The report shall be given to the Investigation Team.

G. Ordinarily, once the Investigation Team initiates the interviews with the involved officer(s) and civilian(s), the Attendants and Escorts are relieved by the Investigation Team member(s). Under exceptional circumstances, an Investigation Team member(s) may request that Attendants or Escorts continue their duties for an additional period of time.

H. Generally, patrol officers who subsequently responded to the scene of an OIS should identify witnesses to the incident and transport those individuals to the police station or sheriff's office to facilitate interview by the Investigation Team members. Those patrol officers (or other officers assigned to transport witnesses) should not attempt to conduct interviews of the witnesses, nor attempt to obtain written statements from them, unless an exigency exists or they are directed to do so by an Investigation Team member. Supervisors and/or Investigation Team members will determine where witness interviews are to take place. The decision on interview locations is discretionary and subject to the unique facts and circumstances of the specific incident.

1. Every reasonable effort will be made to interview witness officers at the agency where those officers are employed.

SECTION IV – INVESTIGATION TEAM RESPONSIBILITIES

(Not necessarily in chronological order)

- A.** The Investigation Team will be composed of members from the Carson City Sheriff's Office, the Douglas County Sheriff's Office, and the Nevada Department of Public Safety, Investigation Division. Selection of Investigation Team members shall be made by Administrative/Supervisory personnel from each of the respective participating agencies.
 - 1. Financial payment to the respective Investigation Team members is the sole responsibility of each participating appointing agency and shall be made pursuant to the respective agency's policies and practices.
- B.** The number of Investigation Team members who respond to a particular OIS will be determined by Investigation Team supervisors after considering the unique circumstances associated with individual incidents. It is recommended, where practicable, that at least six (6) Investigation Team members respond to all investigative requests.
- C.** Investigation Team members will conduct the interviews of all involved surviving officers, involved surviving civilians, and all percipient witnesses. Interviews shall be conducted as soon as reasonably practicable.
 - 1. The Investigation Team member(s) assigned to interview the involved officer(s) shall not be employed by the same agency as the involved officer(s).
 - 2. Involved officer and witness officer interviews should be conducted at a police station or sheriff's office, or as part of a scheduled walk-through at the scene. Every reasonable effort will be made to interview involved officers and witness officers at the agency location where those officers are employed.
 - 3. If witnesses have left the scene, every reasonable effort shall be made to immediately locate and interview them.
 - 4. Whenever practicable, witness interviews should be conducted at a police station or sheriff's office, rather than in the field.
 - 5. A witness should never be interviewed in the presence of an involved officer, an involved civilian, or another witness.
 - 6. Each involved officer, involved civilian, and witness has all the same rights, privileges, constitutional, statutory and case law protections afforded any other citizen regarding the criminal investigation processes, and as such can refuse to be interviewed.
- D.** When conducting interviews, and unless significant exigent circumstances prevent it, the Investigation Team members shall at a minimum audio record all interviews; When possible, video recordings of all interviews is preferable.
 - 1. Investigation Team members should articulate in their reports the significant exigent circumstance that prevented recording of the interview. Forgetting ones recorder is not an exigent circumstance.

- E. An Investigation Team member shall request crime laboratory testing on the various items of evidence collected as part of the investigation process and requiring such testing. In making such requests, the Investigation Team member(s) should consider the unique factors of each case and consult with forensic investigators and criminalists.
- F. Investigation Team members shall conduct any additional investigation and take all steps necessary to ensure there is a complete understanding of all the facts associated with the OIS case, considering the unique facts and circumstances of each incident.
- G. Where body worn camera (BWC) or in car video is available, the decision to allow officers to view that video prior to any interview shall be governed by applicable agency policy or relevant labor agreements.
 - 1. Investigation Team members should watch all relevant video prior to conducting involved officer interviews.

SECTION V – FORENSIC INVESTIGATORS RESPONSIBILITIES

(Not necessarily in chronological order)

- A.** Forensic investigation support will be requested for all OIS cases and will be provided according to current law enforcement lab services contracts.
- B.** The number of forensic investigators who respond to an OIS incident will be determined by the supervisor of the contracted lab, considering the unique circumstances associated with an individual case, and pursuant to the terms of the contract. It is strongly recommended that a minimum of two (2) forensic investigators be dispatched to any fatal incident.
- C.** Forensic investigators shall respond to the OIS scene immediately upon notification and shall process the scene, including but not limited to:
 - 1. Collect evidence.
 - 2. Take measurements and document other information to enable the later preparation of a detailed diagram of the crime scene.
 - 3. Perform any other forensic investigation work, as necessary, to fully process and document the primary scene, any secondary scene(s), and any persons associated with the OIS incident or those scenes. This process shall include consultation with the Investigation Team member(s), and shall consider the unique facts and circumstances of individual cases.
 - 4. After considering the circumstances of a specific case, criminalist(s) from the contracted lab may be requested and dispatched to the scene of an OIS to assist in the investigation. The forensic investigators and Investigation Team member(s) should consult with the contract lab administrators/supervisors when making this determination.
- D.** Forensic investigators shall take possession of the firearm discharged by the involved officer(s), any other weapons possessed by the involved officer(s) at the time of the OIS, and the involved officer(s)' duty belt. (Surrender of the weapon shall follow the process outlined in Section VI of this protocol.) If the involved officer(s)' clothing is deemed to have evidentiary value, the forensic investigator shall consult with Investigation Team members to facilitate recovery of the clothing once the involved officer arrives at a police station, sheriff's office or other appropriate location. If the involved officer declines to turn over or grant permission to seize the items, and no other justification exists to take them, a search warrant or seizure order should be sought.
- E.** Assigned Investigation Team member(s) with the assistance of forensic investigators shall note the condition of the involved officer(s)' firearm and perform a 'countdown' (ammunition count) of the weapon using the approved Countdown Form. Findings shall be documented. Assigned Investigation Team member(s) or forensic investigators shall note and document the condition of any related components, including magazines and loose ammunition. Forensic investigators shall take all

necessary photographs of the firearm(s) and related components as part of the process to document their condition.

- F. Forensic investigators shall take photographs of the involved officer(s). Forensic investigators shall consult with Investigation Team members concerning the number of photographs. Complete overall full body photographs should always be taken to document any evidence (or lack thereof) of injuries. In any case, sufficient photographs will be taken to document all evidence.
- G. Forensic investigators will take possession of any firearms discharged by the involved civilian(s), any other weapons possessed by the involved civilian(s), and the clothing of the involved civilian as soon as reasonably practicable. If the involved civilian declines to turn over or grant permission to seize the items, and no other justification exists to take them, a search warrant or seizure order should be sought.
- H. If the involved civilian possessed a firearm, the assigned Investigation Team member(s), in the presence of the forensic investigator(s), shall note the condition of the weapon and perform a countdown (ammunition count) of the weapon using the approved Countdown Form. Findings shall be documented. Forensic investigators shall note and document the condition of any related components, including magazines and loose ammunition. Forensic investigators shall take all necessary photographs of the firearm(s) and related components as part of the process to document their condition.
- I. Forensic investigators shall take photographs of the involved civilian(s). Forensic investigators shall consult with Investigation Team members concerning the number of photographs. Complete overall full body photographs should always be taken to document any evidence (or lack thereof) of injuries. In any case, sufficient photographs will be taken to document all evidence.
 - 1. If the involved civilian(s) has died as a result of the incident, autopsy photographs shall be taken as directed in Section VII.
- J. Where evidence or information exists that an involved civilian has discharged a firearm and that person's hands have not already been 'bagged', a forensic investigator should 'bag' the hands to preserve evidence. As soon as practicable, a forensic investigator shall 'swab' the hands to recover possible gunshot primer residue for later analysis.
 - 1. Where swabs are obtained, it is the responsibility of an Investigation Team member to request lab analysis from an appropriately equipped lab.
- K. Forensic investigators shall photograph, document, and collect all relevant evidence including all spent shell casings, spent projectiles, or any other evidence.
- L. Absent exigent circumstances, photographs taken related to the OIS investigation shall be taken by forensic investigators only. Examples of exigent circumstances would include severe weather concerns which arise prior to the arrival of forensic

investigators or situations where the officer or other law enforcement officers take emergency photographs pursuant to Section II of this protocol. All photographs taken as part of the OIS investigation, whether digital or in standard film format, shall be forwarded to the designated Investigation Team supervisor.

- M.** The contracted crime lab shall forward a CD(s) containing a copy of all photographs taken by the forensic investigator(s) to the designated Investigation Team member.
 - 1. If photographs are taken by Investigation Team members or by other law enforcement personnel, it is the responsibility of the Investigation Team to immediately forward copies of those photographs to the concerned Prosecutor's Office in a format acceptable to the Prosecutor's Office.

SECTION VI – SUPERVISORS RESPONSIBILITIES

(Not necessarily in chronological order)

- A.** Immediately upon receiving notification of an OIS, an uninvolved supervisor from the involved officer(s)' agency shall respond to the scene. Upon arrival, that supervisor shall take charge of the scene and after determining that threats are mitigated, shall:
 - 1. Ensure that all initial steps have been taken to provide immediate necessary medical treatment to injured officers and civilians.
 - 2. Ensure that injured officers and civilians are promptly transported to medical facilities where appropriate.
 - 3. Request that an on-duty supervisor from one of the uninvolved signatory agencies respond to the scene as soon as practicable to assume the role as officer-in-charge of the scene.
 - a. Unless there are exigent circumstances, a supervisor from the involved officer(s) agency should not be designated as the overall officer-in-charge.
- B.** A supervisor from the involved officer(s) agency shall have the authority to direct the involved officer(s) to surrender both the firearm the involved officer(s) discharged during the incident and the involved officer(s) duty belt. The firearm(s) and duty belt(s) shall be surrendered. This process shall occur discreetly, out of the view of other officers and third parties.
 - 1. If the involved officer(s) clothing is seen to have evidentiary value, a forensic investigator, upon consultation with Investigation Team member(s) and supervisor(s), shall collect the clothing after the involved officer has arrived at a police station, sheriff's office, or other appropriate location.
 - 2. If the involved officer declines to turn over or grant permission to seize the items, and no other justification exists to take them, a search warrant or seizure order should be sought.
 - 3. Items surrendered or seized pursuant to this process will be retained until the conclusion of the investigation or the conclusion of any prosecution, whichever occurs last.
- C.** Supervisors shall take all steps necessary to ensure that the directives of this protocol are followed, including the assignment of attendants and escorts, the notification of the Regional Critical Incident Investigation Response Team, notification of the on-call prosecutor in the jurisdiction where the OIS occurred, and the request that forensic investigators respond to the scene. Supervisors may receive information concerning the incident from Investigation Team members, but should not conduct interviews of involved officers, involved civilians, or other witnesses except in emergency circumstances or as otherwise set forth in Section II. An example of an emergency circumstance would be that the involved officer, involved civilian or other witness were about to lose consciousness or die. Interviews should ordinarily be conducted by Investigation Team member(s) as outlined in Section IV.
- D.** Supervisors shall ensure personnel are assigned to secure and protect the scene by establishing an appropriate perimeter.

1. Supervisors shall ensure that nothing within the scene perimeter is moved prior to examination, documentation, and collection by forensic investigators; unless such movement is absolutely necessary for the safety of others or for the preservation of evidence.
- E. Supervisors shall take steps to ensure forensic investigators and other authorized investigative personnel have access to the scene to perform their duties.
 1. As in any criminal investigation, members of the media should never be allowed access inside the perimeter of the crime scene, until such time as the scene investigation is complete and the scene has been released by both the Investigation Team and the forensic investigator(s).
- F. Supervisors may give the family members of injured or deceased parties information about the injured or deceased parties to the same extent, and subject to the same limitations, as with any other criminal investigation.
- G. Supervisors shall notify their appropriate chains of command concerning the incident and ongoing status pursuant to their respective agency policies and procedures.

SECTION VII – AUTOPSY

- A. In instances where the involved officer(s) or involved civilian(s) die as a result of the OIS, an autopsy shall be conducted as soon as reasonably practicable. The coroner's office with jurisdictional authority shall be responsible for informing the Investigation Team member(s) of the date and time of the autopsy. The Investigation Team member(s) shall be responsible to notify the forensic investigator(s) and the concerned prosecutor's office of the date and time of the autopsy.
- B. An OIS resulting in a death is a homicide and shall be handled accordingly. Autopsy procedures shall be the same as those followed in any homicide investigation. All evidence recovered at the time of autopsy, including the decedent's clothing, spent projectiles and blood reference evidence, shall be collected and booked into evidence by forensic investigators. Complete photographs of the body shall be taken by forensic investigators. This shall include multiple photographs of gunshot and all other injuries. All photographs shall depict various perspectives and angles, and shall include an orientation photo and perspectives from various distances (close up/intermediate/distant). Photographs shall be taken with and without scales. At least one photograph of the decedent's face shall be taken for identification purposes. No law enforcement personnel, other than the forensic investigator, shall take photographs at/during the autopsy. Medical Examiner personnel may take photographs they deem necessary to carry out the responsibilities of their job.

SECTION VIII – PRESS RELEASE/PUBLIC INFORMATION

- A.** The involved officer(s) agency shall be the single point of contact for the release of any information to the general public and/or media regarding any matter relating to the investigation.
- B.** A designated Public Information Officer (PIO) will be assigned to the Investigation Team by the involved agency.
- C.** Request for the release of public information will be handled according to applicable law. Documents held by any of the signatory agencies are confidential during the pendency of the criminal investigation and the pendency of a criminal case up to a final charging decision by the prosecutor, if any. Should any of the signatory agencies receive a public records request concerning any of the records held by that agency, notification of such request should immediately be made to each of the other signatory agencies.

SECTION IX – NOTIFICATION TO CONCERNED PROSECUTOR’S OFFICE

(Not necessarily in chronological order)

- A.** When an OIS occurs (as defined in the opening paragraph of this protocol), the Investigation Team supervisor shall ensure that the concerned Prosecutor or designee is immediately notified.
- B.** The concerned Prosecutor’s office shall advise and assist the Investigation Team member(s) on legal issues, including but not limited to Miranda, voluntariness, physical evidence, search and seizure, and elements of criminal statutes.
 - 1. The concerned Prosecutor’s office may provide information about the elements of a crime, but will not give legal advice as to whether sufficient evidence exists to make a probable cause arrest. That is strictly a law enforcement function.
- C.** Each OIS investigation will include at least one (1) Investigation Team case staffing and one (1) crime lab staffing. Concerned Prosecutor’s office personnel shall be notified in advance so that they may attend these meetings when appropriate.
- D.** All Investigation Team reports and all other related reports and materials shall be forwarded to the concerned Prosecutor or designee, in order that the concerned Prosecutor or designee can review those materials.
- E.** The concerned Prosecutor’s office will review the reports and other materials to determine an appropriate disposition pursuant to applicable law.

SECTION X – INVOCATION OF PROTOCOL

- A.** This protocol shall automatically be invoked upon the occurrence of an OIS (as defined in the Definitions Section), as long as the involved officer(s) is employed by an agency that is signatory to this protocol.
- B.** Agency heads shall have the ability to invoke the terms and procedures of this protocol in other special circumstances, at their discretion and with concurrence of other signatories. For example, the protocol may be invoked by the head of any agency that is a signatory to this protocol regarding:
 - 1. In-custody death of an arrestee/inmate;
 - 2. In-custody deaths involving peace/corrections officer;
 - 3. Any use of deadly force;
 - 4. PIT maneuvers conducted at over 40 mph;
 - 5. Ramming;
 - 6. Any shooting occurring in that agency's jurisdiction involving any officer, even if the officer is not employed by an agency which is a signatory to this protocol, even in those events where no person is struck by a bullet;
 - 7. An event where response by the involved agency might overwhelm that agency's resources with a potential result that other necessary operations could be negatively impacted.